

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION**

IN RE ANNIKA BEASLEY,

Debtor,

Bankruptcy Case Number
22-81966-CRJ-7

ANNIKA BEASLEY,

Plaintiff,

v.

Adversary Proceeding No.
23-80007-CRJ

SELF FINANCIAL, INC.,

Defendant.

**SECOND JOINT MOTION TO APPROVE COMPROMISE AND SETTLEMENT AND
APPLICATION FOR APPROVAL OF ATTORNEY'S FEE**

Comes Now, Annika Beasley (“Debtor”) with Self Financial, Inc. (“Defendant”, and together with the Debtor, the “Movants”) and hereby move this Court pursuant to 11 U.S.C. § 105 and Rule 9019 of the Federal Rules of Bankruptcy Procedure for the entry of an Order approving the compromise and settlement described herein. In support of the Second Joint Motion to Approve Compromise and Settlement, Movants show unto the court as follows.

JURISDICTION AND PROPOSED NOTICE

1. The Motion is being brought pursuant to 11 U.S.C. § 105 and Rule 9019(a) of the Bankruptcy Rules.
2. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(b). This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
3. In accordance with Bankruptcy Rules 9019(a) and 2002, the Motion is being served on all parties-in-interest and all parties filing an appearance notice.

FACTUAL BACKGROUND

4. This adversary proceeding arises from Debtor’s allegations that Defendant violated the automatic stay imposed by 11 U.S.C. § 362.

5. In this adversary proceeding, Debtor alleges that Defendant violated the Automatic Stay by contacting her in an attempt to collect a prepetition debt after the bankruptcy was commenced.

NEW PROCEDURES IMPLEMENTED BY THE DEFENDANT TO AVOID FUTURE VIOLATIONS OF THE AUTOMATIC STAY

6. Self Financial, Inc. (“Self”) has undertaken a review of its procedures to ensure that all bankruptcy notices are communicated timely to necessary staff, that such notices are processed correctly in Self’s systems, and that no actions are taken that may be construed as violations of the automatic stay. In the instant case, the bankruptcy notice was not sent to Self directly; instead, it was sent only to the issuing bank for Ms. Beasley’s account and it was not promptly transmitted to Self. Then, automated emails to Ms. Beasley were not properly disabled upon notice of the bankruptcy due to an internal communications error. Self has taken the necessary steps to improve its procedures for disabling automatic emails upon receipt of notice of bankruptcy. Self has also taken steps to ensure that its contact information with the Bankruptcy Notice Center (“BNC”) is up to date so that electronic notices from the BNC will be routed to the appropriate personnel, and has engaged with its issuing banks on the prompt transmittal of bankruptcy notices between the banks and Self.
7. Self admits, in the specific circumstances of this case, the internal communications error caused a willful violation of the automatic stay.

TERMS OF THE PROPOSED SETTLEMENT

8. To resolve the disputed issue of whether a violation of the automatic stay occurred, Plaintiff Annika Beasley and Defendant Self Financial, Inc. agreed to a compromise and settlement of the claim on the terms and conditions set forth herein.
9. The terms of the proposed settlement are as follows:
 - a. Defendant shall pay to Debtor’s counsel a total of \$10,000.00 to settle any and all claims arising from this adversary proceeding.
 - b. This amount includes all costs and fees including, but not limited to, Debtor’s Attorney’s fee;
 - c. Pursuant to 11 U.S.C. §362(k)(1), Defendant shall pay to Debtor’s counsel a total of \$10,000.00 to settle any and all claims arising from this adversary proceeding. Debtor’s counsel requests to retain \$9,000.00 of the settlement representing 21.9 hours at an hourly rate of \$450.00 and 1.9 hours at an hourly rate of \$140.00 for the work performed in the preparation and prosecution of the adversary proceeding. Counsel has worked diligently on this case since

January 9, 2023 and will continue to do so until the proceeding closes. Counsel has reduced his fee from \$10,121.00 to \$9,000.00. The Debtor shall retain \$1,000.00 as allowed by her exemptions. Defendant is to disburse the funds to Larsen Law, P.C. within 30 days from the date of the approval order. Larsen Law, P.C. will distribute the funds as set out in this motion.

RELIEF REQUESTED

10. The parties jointly request that this Court approve the settlement that has been reached by Plaintiff Annika Beasley and Defendant Self Financial, Inc. in which the disputed issue of whether a violation of the automatic stay occurred will be resolved as to those parties. The settlement of this claim is a result of good faith, arm's length negotiations between the respective attorneys for the parties and after a thorough review of the merits of the case.
11. Federal Rule of Bankruptcy Procedure 9019 provides that, after conducting a hearing on notice to creditors, the bankruptcy court may approve a compromise and settlement.
12. The settlement proposed in this motion meets the standard for approval under Federal Rule of Bankruptcy Procedure 9019 and is in the best interests of the bankruptcy estate. The settlement was reached after thorough analysis of the merits of the Debtor's claims and the defenses of the Defendant with regard to the claims asserted in the adversary proceeding.

WHEREFORE, the Movants ask this Court to enter an order approving the settlement described in this motion.

/s/ John C. Larsen _____

John C. Larsen
Attorney for the Debtor/Plaintiff,
Brenda Windham

OF COUNSEL:

LARSEN LAW P.C.
1733 Winchester Road
Huntsville, Alabama 35811
(256) 859-3008
john@jlarsenlaw.com

/s/ Catherine W. Calderaro _____

Catherine W. Calderaro
Shannon Hutcheson

Counsel for the Defendant
Self Financial, Inc.

OF COUNSEL:
HUTCHESON BOWERS
One Federal Place
1301 South Mopac, Ste. 430
Austin, TX 78746
512.777.4488
catherine@hutchesonbowers.com
shannon@hutchesonbowers.com

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the foregoing has been served upon all creditors listed on the mailing matrix and all attorneys of record by electronic notice and/or by depositing a copy thereof in the United States Mail, properly addressed and postage prepaid, on this the 25th day of April, 2023.

A copy was served electronically on Michele Hatcher, Chapter 13 Trustee, and Richard Blythe, Bankruptcy Administrator, on this the 25th day of April, 2023.

/s/ John C. Larsen

Label Matrix for local noticing

1126-8

Case 22-81966-CRJ7

NORTHERN DISTRICT OF ALABAMA

Decatur

Tue Apr 4 14:35:59 CDT 2023

AF Title Co

6400 Winchester Rd.

Memphis, TN 38115-8117

PRA Receivables Management, LLC

PO Box 41021

Norfolk, VA 23541-1021

U. S. Bankruptcy Court

400 Well Street

P. O. Box 2775

Decatur, AL 35602-2775

AT&T

c/o Bankruptcy

4331 Communications Dr. Flr 4W

Dallas, TX 75211-1300

Acceptance Now

5501 Headquarters Dr.

Plano, TX 75024-6191

Advance Financial

100 Oceanside Dr.

Nashville, TN 37204-2351

Alteon Health

12420 Milestone Center Drive, Suite 200

Germantown, MD 20876-7111

Assetcare LLC

2222 Texoma Pkwy

Ste 180

Sherman, TX 75090-2484

Avant LLC/ Webbank

222 N. LaSalle St.

Ste 160

Chicago, IL 60601-1003

Bridgecrest Auto

7300 E Hampton Ave.

101

Mesa, AZ 85209-3324

CB Indigo

P.O. Box 4499

Beaverton, OR 97076-4499

Capital One

P.O. Box 31293

Salt Lake City, UT 84131-0293

Capital One Bank

P.O Box 30285

Salt Lake City, UT 84130-0285

Charter Communications

400 Atlantic St.

Stamford, CT 06901-3512

Comenity Bank/ Victoria Secret

P.O. Box 182789

Columbus, OH 43218-2789

Decatur Morgan Hospital

PO Box 2239

Decatur, AL 35609-2239

(p) FAMILY SECURITY CREDIT UNION

ATTN ATTN LAURA TERRY

2204 FAMILY SECURITY PLACE SW

DECATUR AL 35603-5500

Fed Loan Serv

P.O. Box 60610

Harrisburg, PA 17106-0610

First Premier Bank

601 S Minnesota Ave

Sioux Falls, SD 57104-4868

Franklin Collection Services

2978 W Jackson St.

Tupelo, MS 38801-6731

Franklin Collection Services

PO Box 3910

Tupelo, MS 38803-3910

Huntsville Hospital

101 Sivley Rd

Huntsville, AL 35801-4470

IC System Inc

PO Box 64378

Saint Paul, MN 55164-0378

Internal Revenue Service

P.O Box 7346

Philadelphia, PA 19101-7346

(p) JEFFERSON CAPITAL SYSTEMS LLC

PO BOX 7999

SAINT CLOUD MN 56302-7999

Medicredit

P.O. Box 1629

Maryland Heights, MO 63043-0629

NetCredit

175 W Jackson Blvd

Suite 1000

Chicago, IL 60604-2863

(p) PNC BANK RETAIL LENDING

P O BOX 94982

CLEVELAND OH 44101-4982

(p) PORTFOLIO RECOVERY ASSOCIATES LLC

PO BOX 41067

NORFOLK VA 23541-1067

Quantum3 Group, LLC
P.O. Box 2489
Kirkland, WA 98083-2489

Region/AMS
P.O. Box 11007
Birmingham, AL 35288-0001

(p)REPUBLIC FINANCE LLC
282 TOWER RD
PONCHATOULA LA 70454-8318

Republic Finance
930 Old Monrovia Rd NW
Ste 6
Huntsville, AL 35806-2509

Security Finance
2215 Danville Rd.
Suite C
Decatur, AL 35601-4604

(p)LEAD BANK
1801 MAIN STREET
KANSAS CITY MO 64108-2352

TBOM/Milestone
P.O. Box 4499
Beaverton, OR 97076-4499

TBOM/VT
2700 S Lorraine Pl
Sioux Falls, SD 57106-3657

TOC
927 Franklin St
Huntsville, AL 35801-4305

Total Credit
216 West 2nd St.
Dixon, MO 65459-8048

Upstart Network Inc
2 Circle Star Way
San Carlos, CA 94070-6200

Wakefield and Associates, Inc.
P.O. Box 51272
Knoxville, TN 37950-1272

Weaver Holdings Property
1591 Hughes Rd.
Madison, AL 35758-6423

Westlake Financial Services
4751 Wilshire Blvd
Ste1
Los Angeles, CA 90010-3847

Woodforest National Bank
PO Box 7889
The Woodlands, TX 77387-7889

Annika Beasley
116 Michael Ave. Apt D
Madison, AL 35758-7453

John C. Larsen
Larsen Law, P.C.
1733 Winchester Rd
Huntsville, AL 35811-9190

Judith Thompson
P. O. Box 18966
Huntsville, AL 35804-8966

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4) .

Family Security Credit Union
2204 Family Security Pl
Decatur, AL 35603

Jefferson Capital Systems LLC
16 McLeland Rd.
Saint Cloud, MN 56303

Pnc Bank, N.a.
1 Financial Pkwy
Kalamazoo, MI 49009

Portfolio Recovery Associates
120 Corporate Blvd
Norfolk, VA 23502

(d)Portfolio Recovery Associates
150 Corporate Blvd.
Norfolk, VA 23502

Republic Finance
1140 Roma Ave
Hammond, LA 70403

Self Financial/ Lead Ba
1801 Main St.
Kansas City, MO 64108

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)AF Title Co., dba American Financial

(d)AF Title Co.
6400 Winchester Rd.
Memphis, TN 38115-8117

(d)PRA Receivables Management, LLC
PO Box 41021
Norfolk, VA 23541-1021

End of Label Matrix

Mailable recipients	47
Bypassed recipients	3
Total	50